

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE SUBURBAN TEAMSTERS)
OF NORTHERN ILLINOIS WELFARE AND)
PENSION FUNDS,)

Plaintiffs,)

v.)

PETER WALKER, Individually and d/b/a)
P & J TRUCKING, INC.,)
JAMES BARSIC, Individually and d/b/a)
P & J TRUCKING, INC.,)

Defendants.)

FILED: AUG. 07, 2008
No. **08CV4467**
Judge **JUDGE HOLDERMAN**
MAGISTRATE JUDGE ASHMAN
AEE

COMPLAINT

Plaintiffs, TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS ("Funds"), by their attorneys, JOHN J. TOOMEY, of ARNOLD AND KADJAN, complain against Defendants, PETER WALKER, Individually and d/b/a P & J TRUCKING, INC. and JAMES BARSIC, Individually and d/b/a P & J TRUCKING, INC., as follows:

COUNT I

JURISDICTION AND VENUE

1. (a) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132 ("ERISA") and 29 U.S.C. 1145 as amended, and this Court's supplemental jurisdiction.

(b) Venue is founded pursuant to 29 U.S.C. Section 1132(e) (2) in this district, where the Funds as described in Paragraph 2, are administered and 29 U.S.C. 185(c).

PARTIES

2. (a) Plaintiffs are the TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS ("Funds") and have standing to sue pursuant to 29 U.S.C. 1132(a)(3).

(b) The SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS have been established pursuant to collective bargaining agreements previously entered into between the International Brotherhood of Teamsters and its affiliated locals ("the Union") and Employers;

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws, and also pursuant to the terms and provisions of the Agreements and Declarations of Trust which establish the Funds.

3. (a) PETER WALKER, Individually and d/b/a P & J TRUCKING, INC. employed employees of the Union and was bound to make contributions for weeks worked by all employees and upon subcontractors who perform work which would otherwise be performed by employees, with its principal place of business at Joliet, Illinois.

(b) PETER WALKER, Individually and d/b/a P & J TRUCKING, INC., was an employer engaged in an industry affecting commerce.

4. PETER WALKER, Individually and d/b/a P & J TRUCKING, INC., entered into a collective bargaining agreement with Teamsters Local 330 which has not been repudiated and requires contributions to the Funds pursuant to 29 U.S.C. 1145 on behalf of its employees.

5. PETER WALKER, Individually and d/b/a P & J TRUCKING, INC., entered into Area Construction Agreement with Teamsters Local 330 which require contributions to the Funds pursuant to 29 U.S.C. 1145 (Exhibit "A").

6. On January 28, 2008 PETER WALKER, Individually and d/b/a P & J TRUCKING, INC. entered into an installment note (attached as Exhibit B) with the Suburban Teamsters of Northern Illinois Pension Fund for the February, 2006 through May, 2007 period contributions in the principal amount of \$29,427.98 with a balance remaining of \$28,189.55 for the payment of delinquent benefit contributions (Exhibit C).

7. On January 28, 2008 PETER WALKER, Individually and d/b/a P & J TRUCKING, INC. entered into an installment note (attached as Exhibit D) with the Suburban Teamsters of Northern Illinois Welfare Fund for the February, 2006 through May, 2007 period contributions in the principal amount of \$9,342.23 with a balance remaining of \$8,478.08 for the payment of delinquent benefit contributions (Exhibit E).

8. The notes acknowledge on their face that they are a written agreement and constitute an instrument in writing upon which contributions are due pursuant to 29 U.S.C. 1145.

WHEREFORE, Plaintiff, prays for judgment against the Defendant, PETER WALKER, Individually and d/b/a P & J TRUCKING, INC., as follows:

A. The Court enter judgment in favor of the Pension Fund and against PETER WALKER, Individually, in the amount of \$28,189.55 the accelerated outstanding balance due on the Pension installment note (Exhibit B and C).

B. The Court enter judgment in favor of the Welfare Fund and against PETER WALKER, Individually and d/b/a P & J TRUCKING, INC., in the amount of \$8,478.08 the accelerated outstanding balance due on the Welfare installment note (Exhibit D and E).

C. The Court grant the Funds all relief permitted under 29 U.S.C. 1132(g)(2) including liquidated damages, interest and reasonable attorneys fees.

D. The Court, pursuant to the terms of the notes, grant the Funds the principal amounts of the welfare and pension notes plus interest and all reasonable costs of collection, including reasonable attorneys fees.

E. The Court grant the Plaintiff Funds injunctive relief to prevent disbursement of assets or payment of other creditors prior to payment of current delinquent and note payments.

COUNT II

JAMES A. BARSIC

1. This Count arises from a common nucleus of operative fact with Count I and is pendent thereto. This Court has supplemental jurisdiction pursuant to 28 U.S.C. 1367

2. (a) JAMES A. BARSIC, Individually and d/b/a P & J TRUCKING, INC. employed employees of the Union and was bound to make contributions for weeks worked by all employees and upon subcontractors who perform work which would otherwise be performed by employees, with its principal place of business at Joliet, Illinois.

(b) JAMES A. BARSIC, Individually and d/b/a P & J TRUCKING, INC., was an employer engaged in an industry affecting commerce.

3. PETER WALKER, Individually and d/b/a P & J TRUCKING, INC., entered into a collective bargaining agreement with Teamsters Local 330 which has not been repudiated and requires contributions to the Funds pursuant to 29 U.S.C. 1145 on behalf of its employees.

4. On July 12, 2007 JAMES A. BARSIC, Individually and d/b/a P & J TRUCKING, INC. entered into an installment note (attached as Exhibit F) with the Suburban Teamsters of Northern Illinois Welfare Fund for the February, 2006 through May, 2007 period contributions in

the principal amount of \$13,364.37 with a balance remaining of \$9,584.04 for the payment of delinquent benefit contributions (Exhibit G). The balance of delinquent benefit contributions under the note was subsequently reduced to \$8,748.08 by payments made by Peter Walker.

5. On July 12, 2007 JAMES A. BARSIC, Individually and d/b/a P & J TRUCKING, INC. entered into an installment note (attached as Exhibit H) with the Suburban Teamsters of Northern Illinois Pension Fund for the February, 2006 through May, 2007 period contributions in the principal amount of \$42,101.64 with a balance remaining of \$30,192.51 for the payment of delinquent benefit contributions (Exhibit I). The balance of delinquent benefit contributions under the note was subsequently reduced to \$28,189.55 by payments made by Peter Walker.

6. JAMES A. BARSIC signed the Welfare and Pension promissory notes individually in his personal capacity, as an additional maker on the notes (Exhibits F and H). JAMES a. BARSIC is an adult, suffers from no mental infirmities and is literate.

7. The remaining balance due the Welfare Fund on the note is \$8,748.08, plus interest and attorneys fees and cost of collection as provided in the terms of the note, including credit for contributions to this obligation made by Peter Walker.

8. The remaining balance due the Pension Fund on the note is \$28,189.55 plus interest and attorneys fees and cost of collection as provided in the terms of the note, including credit for contributions to this obligation made by Peter Walker.

9. JAMES A. BARSIC, Individually as co-maker and guarantor on the notes is personally liable for the debt.

WHEREFORE, Plaintiffs pray for judgment against JAMES A. BARSIC, Individually and d/b/a P & J TRUCKING, INC., as follows:

A. That the Court enter judgment in favor of the Welfare Fund and against JAMES BARSIC, Individually and d/b/a P & J TRUCKING, INC. in the amount of \$8,748.08, the accelerated balance on the Welfare note (Exhibit G) reflecting credit for subsequent contributions toward this obligation made by Peter Walker.

B. That the Court enter judgment in favor of the Pension Fund and against JAMES BARSIC, Individually and d/b/a P & J TRUCKING, INC. in the amount of \$28,189.55, the accelerated balance on the note (Exhibit I) reflecting credit for subsequent contributions toward this obligation made by Peter Walker.

C. That the Court pursuant to the terms of the promissory notes grant the Plaintiff Funds the principal amount of the note plus interest and all reasonable costs of collection including reasonable attorneys fees.

D. That the Court grant such other relief as is appropriate under the circumstances

TRUSTEES OF THE SUBURBAN
TEAMSTERS OF NORTHERN
ILLINOIS WELFARE AND PENSION
FUNDS, Plaintiffs

By: _____

One of Its Attorneys

John J. Toomey
ARNOLD AND KADJAN
19 West Jackson Boulevard
Chicago, Illinois 60604
(312) 236-0415

EXHIBIT A

P4J Trkg
Received

JAN 26 2007

Pension Fund Office

TEAMSTERS LOCAL 330

AREA WIDE MATERIAL HAULING AGREEMENT



affiliated with the

International Brotherhood of Teamsters

and

Teamsters Joint Council No. 25

effective

June 1, 2006 through May 31, 2009

ARTICLE 40 - DURATION AND TERMINATION

40.1 THIS AGREEMENT SHALL BECOME EFFECTIVE ON JUNE 1, 2006 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL AND INCLUDING MAY 31, 2009, THIS AGREEMENT SHALL BE RENEWED AUTOMATICALLY FOR PERIODS OF ONE (1) YEAR UNLESS EITHER THE EMPLOYER OR THE UNION GIVES WRITTEN NOTICE TO THE OTHER OF A DESIRE TO MODIFY, AMEND OR TERMINATE SAME AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH PERIOD.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
13 DAY OF Oct, 2006.

AGREED:

FOR THE EMPLOYER:

P&T Trucking Inc
NAME OF EMPLOYER

Robt Walker owner
SIGNATURE AND TITLE

FOR THE UNION:



DOMINIC ROMANAZZI
PRESIDENT
TEAMSTERS LOCAL NO. 330
2400 BIG TIMBER ROAD
BLDG. B, SUITE 201
ELGIN, IL 60124

EXHIBIT B

SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS FRINGE BENEFITS

P & J Trucking, Inc. : Pension Fund

January 31, 2008

Received

FEB - 4 2008

For value received, the undersigned promises to pay to the order of Suburban Teamsters of Northern Illinois Pension Fund the principal total of \$29,427.98 (**Twenty Nine Thousand Four Hundred Twenty Seven and 98/100 dollars.**) Pension Fund Office

The maker of this Note acknowledges that the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act 29 U.S.C. 1145. For contributions due for the period February, 2006 through May, 2007.

The Employer shall make a down payment of **\$1,471.40** on January 31, 2008, leaving a principal balance of **\$ 27,956.58**. That balance is to be paid with 10% annual interest in 36 equal and consecutive monthly installments of **\$ 902.07** beginning on February 29, 2008. Payments should be sent to:

Suburban Teamsters of Northern Illinois
1275 W. Roosevelt Rd. Unit 121
West Chicago, IL 60185

Or such other place as may be directed by the legal holder of this Note.

The Employer is to remain current in regular monthly contributions. Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby irrevocably authorizes any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for the unpaid amount, together with costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

By: Peter Walker Date: 1/28/08
Peter Walker, President
P&J Trucking, Inc.
Peter Walker Date: 1/28/08
Peter Walker, Individually

EXHIBIT C

P & J Trucking, Inc.

Er # 4090

Pension Fund

PRINCIPAL TOTAL: \$ (29,427.98)

DOWN PYMT: \$1,471.40

Date: January 31, 2008

Ck #: 1938 ~~1938~~

PRINC BALANCE: \$ (27,956.58)

NMBR PYMNTS: 36

MNTLY PYMT: \$902.07 /month

PAY THIS.... OR THIS					Payments Made	
AFTER REGULAR PAYMENT					Date	Check #
Date DUE	NOTE BALANCE	PEN PYMNT	PRINC PD	CURRENT PRINC BAL		
1 02/29/08	28,189.55	902.07	669.11	27,287.47	1 2/29/08	1966
2 03/30/08	27,514.86	902.07	674.69	26,612.78	2	
3 04/30/08	26,834.55	902.07	680.31	25,932.47	3	
4 05/30/08	26,148.57	902.07	685.98	25,246.49	4	
5 06/30/08	25,456.87	902.07	691.70	24,554.79	5	
6 07/30/08	24,759.41	902.07	697.46	23,857.33	6	
7 08/30/08	24,056.14	902.07	703.27	23,154.06	7	
8 09/30/08	23,347.01	902.07	709.13	22,444.93	8	
9 10/30/08	22,631.97	902.07	715.04	21,729.89	9	
10 11/30/08	21,910.97	902.07	721.00	21,008.89	10	
11 12/30/08	21,183.96	902.07	727.01	20,281.88	11	
12 01/30/09	20,450.89	902.07	733.07	19,548.81	12	
13 02/28/09	19,711.72	902.07	739.17	18,809.64	13	
14 03/30/09	18,966.39	902.07	745.33	18,064.30	14	
15 04/30/09	18,214.84	902.07	751.55	17,312.76	15	
16 05/30/09	17,457.03	902.07	757.81	16,554.95	16	
17 06/30/09	16,692.91	902.07	764.12	15,790.83	17	
18 07/30/09	15,922.42	902.07	770.49	15,020.34	18	
19 08/30/09	15,145.51	902.07	776.91	14,243.43	19	
20 09/30/09	14,362.12	902.07	783.38	13,460.04	20	
21 10/30/09	13,572.21	902.07	789.91	12,670.13	21	

22	11/30/09	12,775.72	902.07	796.49	11,873.64	22		
23	12/30/09	11,972.58	902.07	803.13	11,070.51	23		
24	01/30/10	11,162.76	902.07	809.82	10,260.68	24		
25	02/28/10	10,346.19	902.07	816.57	9,444.11	25		
26	03/30/10	9,522.81	902.07	823.38	8,620.73	26		
27	04/30/10	8,692.57	902.07	830.24	7,790.49	27		
28	05/30/10	7,855.41	902.07	837.16	6,953.34	28		
29	06/30/10	7,011.28	902.07	844.13	6,109.20	29		
30	07/30/10	6,160.11	902.07	851.17	5,258.04	30		
31	08/30/10	5,301.85	902.07	858.26	4,399.78	31		
32	09/30/10	4,436.44	902.07	865.41	3,534.36	32		
33	10/30/10	3,563.82	902.07	872.62	2,661.74	33		
34	11/30/10	2,683.92	902.07	879.89	1,781.85	34		
35	12/30/10	1,796.70	902.07	887.23	894.62	35		
36	01/30/11	902.08	902.07	894.62	(0.00)	36		

EXHIBIT D

SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS FRINGE BENEFITS

P & J Trucking, Inc. : Welfare Fund

January 31, 2008

Received

FEB - 4 2008

For value received, the undersigned promises to pay to the order of Suburban Teamsters of Northern Illinois Welfare Fund the principal total of \$9,342.23 (**Nine Thousand Three Hundred Forty Two and 23/100 dollars.**)

The maker of this Note acknowledges that the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act 29 U.S.C. 1145. For contributions due for the period February, 2006 through May, 2007.

The Employer shall make a down payment of \$934.22 on January 31, 2008, leaving a principal balance of **\$ 8,408.01**. That balance is to be paid with 10% annual interest in 36 equal and consecutive monthly installments of \$ 271.30 beginning on February 29, 2008. Payments should be sent to:

Suburban Teamsters of Northern Illinois
1275 W. Roosevelt Rd. Unit 121
West Chicago, IL 60185

Or such other place as may be directed by the legal holder of this Note.

The Employer is to remain current in regular monthly contributions. Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby irrevocably authorizes any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for the unpaid amount, together with costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

By: Peter Walker Date: 1/28/08
Peter Walker, President
P&J Trucking, Inc.
Peter Walker Date: 1/28/08
Peter Walker, Individually

EXHIBIT E

P & J Trucking, Inc.

Er # 4090

Welfare Fund

PRINCIPAL TOTAL: \$ (9,342.23)

DOWN PYMT: \$934.22

Date: January 31, 2008

Ck #: 1939

PRINC BALANCE: \$ (8,408.01)

NMBR PYMNTS: 36

MNTHLY PYMT: \$271.30 /month

PAY THIS... OR THIS					Payments Made	
AFTER REGULAR PAYMENT					Date	Check #
Date DUE	NOTE BALANCE	WEL PYMNT	PRINC PD	CURRENT PRINC BAL		
1 02/29/08	8,478.08	271.30	201.24	8,206.77	1 2/29/08	1967
2 03/30/08	8,275.16	271.30	202.91	8,003.86	2	
3 04/30/08	8,070.56	271.30	204.61	7,799.25	3	
4 05/30/08	7,864.25	271.30	206.31	7,592.94	4	
5 06/30/08	7,656.22	271.30	208.03	7,384.91	5	
6 07/30/08	7,446.45	271.30	209.76	7,175.15	6	
7 08/30/08	7,234.94	271.30	211.51	6,963.64	7	
8 09/30/08	7,021.67	271.30	213.27	6,750.37	8	
9 10/30/08	6,806.62	271.30	215.05	6,535.32	9	
10 11/30/08	6,589.78	271.30	216.84	6,318.47	10	
11 12/30/08	6,371.13	271.30	218.65	6,099.83	11	
12 01/30/09	6,150.66	271.30	220.47	5,879.35	12	
13 02/28/09	5,928.35	271.30	222.31	5,657.05	13	
14 03/30/09	5,704.19	271.30	224.16	5,432.88	14	
15 04/30/09	5,478.16	271.30	226.03	5,206.85	15	
16 05/30/09	5,250.25	271.30	227.91	4,978.94	16	
17 06/30/09	5,020.43	271.30	229.81	4,749.13	17	
18 07/30/09	4,788.71	271.30	231.73	4,517.40	18	
19 08/30/09	4,555.05	271.30	233.66	4,283.75	19	
20 09/30/09	4,319.44	271.30	235.60	4,048.14	20	
21 10/30/09	4,081.88	271.30	237.57	3,810.57	21	

22	11/30/09	3,842.33	271.30	239.55	3,571.03	22		
23	12/30/09	3,600.78	271.30	241.54	3,329.48	23		
24	01/30/10	3,357.23	271.30	243.56	3,085.92	24		
25	02/28/10	3,111.64	271.30	245.59	2,840.34	25		
26	03/30/10	2,864.01	271.30	247.63	2,592.71	26		
27	04/30/10	2,614.31	271.30	249.70	2,343.01	27		
28	05/30/10	2,362.53	271.30	251.78	2,091.23	28		
29	06/30/10	2,108.66	271.30	253.88	1,837.36	29		
30	07/30/10	1,852.67	271.30	255.99	1,581.37	30		
31	08/30/10	1,594.55	271.30	258.12	1,323.24	31		
32	09/30/10	1,334.27	271.30	260.27	1,062.97	32		
33	10/30/10	1,071.83	271.30	262.44	800.53	33		
34	11/30/10	807.20	271.30	264.63	535.89	34		
35	12/30/10	540.36	271.30	266.84	269.06	35		
36	01/30/11	271.30	271.30	269.06	(0.00)	36		

EXHIBIT F

SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS FRINGE BENEFITS

P&J Trucking, Inc. : Welfare Fund
July 13, 2007

Received
JUL 17 2007
Pension Fund Office

For value received, the undersigned promises to pay to the order of Suburban Teamsters of Northern Illinois Welfare Fund the principal total of \$ 13,364.37 (**Thirteen Thousand Three Hundred Sixty Four and 37/100 dollars.**)

The maker of this Note acknowledges that the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act 29 U.S.C. 1145. For contributions due for the period February, 2006 through May, 2007.

The Employer shall make a **down payment** of **\$3,341.09** on July 13, 2007, leaving a principal balance of **\$ 10,023.28**. That balance is to be paid with 10% annual interest in 18 equal and consecutive monthly **installments** of **\$ 601.97** beginning on August 15, 2007. Payments should be sent to:

Suburban Teamsters of Northern Illinois
1275 W. Roosevelt Rd. Unit 121
West Chicago, IL 60185

Or such other place as may be directed by the legal holder of this Note.

The Employer is to remain current in regular monthly contributions. Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby irrevocably authorizes any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for the unpaid amount, together with costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

By: Peter Walker Date: 7/12/07
Peter Walker, President
P&J Trucking, Inc.

Peter Walker Date: 7/12/07
Peter Walker, Individually
James A. Barsic
James A. Barrie

EXHIBIT G

P&J Trucking, Inc.Er # **4090****WELFARE FUND**PRINCIPAL TOTAL: **\$ (13,364.37)**DOWN PYMT: **\$3,341.09**Date: **July 13, 2007**Ck #: **1550**PRINC BALANCE: **(\$10,023.28)**NMBR PYMNTS: **18**MNTHLY PYMT: **\$601.97 /month**

PAY THIS ...		OR THIS	AFTER REGULAR PAYMENT		Payments Made	
Date DUE	NOTE BALANCE	WELF PYMNT	PRINC PD	CURRENT PRINC BAL	Date	Check #
1 08/15/07	10,106.80	601.97	518.44	9,504.84	1 7/5/07	1646
2 09/15/07	9,584.04	601.97	522.76	8,982.07	2 10/25/07	1772
3 10/15/07	9,056.92	601.97	527.12	8,454.95	3	
4 11/15/07	8,525.41	601.97	531.51	7,923.44	4	
5 12/15/07	7,989.47	601.97	535.94	7,387.50	5	
6 01/15/08	7,449.06	601.97	540.41	6,847.09	6	
7 02/15/08	6,904.15	601.97	544.91	6,302.18	7	
8 03/15/08	6,354.70	601.97	549.45	5,752.73	8	
9 04/15/08	5,800.67	601.97	554.03	5,198.70	9	
10 05/15/08	5,242.02	601.97	558.65	4,640.06	10	
11 06/15/08	4,678.72	601.97	563.30	4,076.76	11	
12 07/15/08	4,110.73	601.97	568.00	3,508.76	12	
13 08/15/08	3,538.00	601.97	572.73	2,936.03	13	
14 09/15/08	2,960.50	601.97	577.50	2,358.53	14	
15 10/15/08	2,378.18	601.97	582.31	1,776.22	15	
16 11/15/08	1,791.02	601.97	587.17	1,189.05	16	
17 12/15/08	1,198.96	601.97	592.06	596.99	17	
18 01/15/09	601.97	601.97	596.99	-	18	

18,364.37
 3,341.09
 15,005.46
 5,342.23
 9,663.23
 Wagner
 Deane

934.22 - 10/16
 1,471.40 - 5/17
 2,405.62

EXHIBIT H

SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS FRINGE BENEFITS

P&J Trucking, Inc. : Pension Fund
July 13, 2007

Received
JUL 17 2007

For value received, the undersigned promises to pay to the order of Suburban Teamsters Pension Fund Office Northern Illinois Pension Fund the principal total of \$ 42,101.64 (**Forty Two Thousand One Hundred One and 64/100 dollars.**)

The maker of this Note acknowledges that the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act 29 U.S.C. 1145. For contributions due for the period February, 2006 through May, 2007.

The Employer shall make a **down payment** of **\$10,525.41** on July 13, 2007, leaving a principal balance of **\$ 31,576.23**. That balance is to be paid with 10% annual interest in 18 equal and consecutive monthly **installments** of **\$ 1,896.37** beginning on August 15, 2007. Payments should be sent to:

Suburban Teamsters of Northern Illinois
1275 W. Roosevelt Rd. Unit 121
West Chicago, IL 60185

Or such other place as may be directed by the legal holder of this Note.

The Employer is to remain current in regular monthly contributions. Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby irrevocably authorizes any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for the unpaid amount, together with costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

By: Peter Walker Date: 7/12/07
Peter Walker, President
P&J Trucking, Inc.

Peter Walker Date: 7/12/07
Peter Walker, Individually
James A. Barsic
James A. Barsic

EXHIBIT I

P&J Trucking, Inc.

Er# 4090

Pension Fund

PRINCIPAL TOTAL: \$ (42,101.64)

DOWN PYMT: \$10,525.41

Date: July 13, 2007

Ck #: 1549

PRINC BALANCE: \$ (31,576.23)

NMBR PYMNTS: 18

MNTHLY PYMT: \$1,896.37 /month

PAY THIS.....OR THIS		AFTER REGULAR PAYMENT			Payments Made	
Date DUE	NOTE BALANCE	PEN PYMNT	PRINC PD	CURRENT PRINC BAL	Date	Check #
1 08/15/07	31,839.36	1,896.37	1,633.25	29,942.98	1 9/5/07	1645
2 09/15/07	30,192.51	1,896.37	1,646.86	28,296.13	2 10/25/07	1771
3 10/15/07	28,531.93	1,896.37	1,660.58	26,635.55	3	
4 11/15/07	26,857.51	1,896.37	1,674.42	24,961.13	4	
5 12/15/07	25,169.14	1,896.37	1,688.37	23,272.76	5	
6 01/15/08	23,466.70	1,896.37	1,702.44	21,570.33	6	
7 02/15/08	21,750.08	1,896.37	1,716.62	19,853.70	7	
8 03/15/08	20,019.15	1,896.37	1,730.93	18,122.77	8	
9 04/15/08	18,273.79	1,896.37	1,745.35	16,377.42	9	
10 05/15/08	16,513.90	1,896.37	1,759.90	14,617.52	10	
11 06/15/08	14,739.33	1,896.37	1,774.56	12,842.96	11	
12 07/15/08	12,949.98	1,896.37	1,789.35	11,053.61	12	
13 08/15/08	11,145.72	1,896.37	1,804.26	9,249.35	13	
14 09/15/08	9,326.43	1,896.37	1,819.30	7,430.05	14	
15 10/15/08	7,491.97	1,896.37	1,834.46	5,595.60	15	
16 11/15/08	5,642.23	1,896.37	1,849.74	3,745.85	16	
17 12/15/08	3,777.07	1,896.37	1,865.16	1,880.70	17	
18 01/15/09	1,896.37	1,896.37	1,880.70	(0.00)	18	

28,531.93

28,296.13
 + 1,131.85
 = 29,427.98
 current prin balance
 Jason

JASON WILSON PH # 630-675-9508
 BRIAN CAMERON PH # 815-735-8523